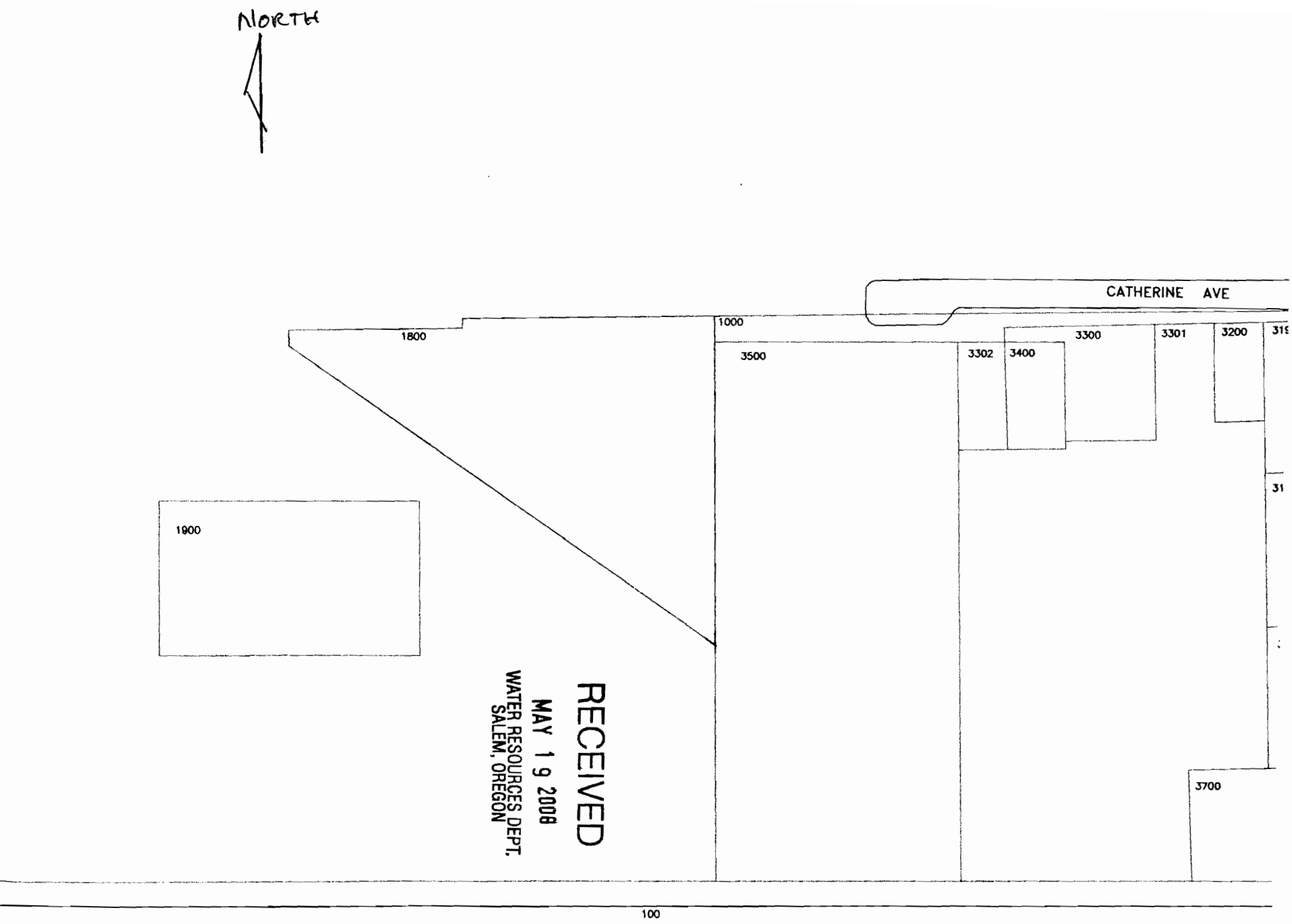
Exhibit H: Ownership and Lien Information



WARRANTY DEED

302203

* *

EUGENE V. DAGGETT and SHIRLEY DAGGETT, husband and wife, hereinafter called grantor, convey to THE CITY OF MILTON-FREEWATER, a municipal corporation, all that real property situated in Umatilla County, State of Oregon, described as:

> Commencing at a point 36-28/37 rods North and 69 rods West of the Southeast corner of Section 2 in Township 5 North, Range 35, running thence West 27 rods; thence South 1 rod; thence Southeasterly along the foot of the hill 33 rods to a point; thence North 20-1/3 rods to the place of beginning;
>
> ALSO, commencing at a point 36-28/37 rods North and 69 rods West of the Southeast corner of said Section 2 and running thence West 16 rods; thence North 10 feet; thence East 16 rods; thence South 10 feet to the place of beginning;
>
> All being EWM in the County of Umatilla and State of Oregon;
>
> EXCEPTING any and all water rights of way.
>
> SUBJECT to right of way deed dated January 20, 1881, filed September 22, 1881 and recorded September 27, 1881 in Book "G" Page 277 of the Deed Records, Umatilla County, Oregon.

and covenants that grantor is the owner of the above described property free of all encumbrances and will warrant and defend the same against all persons who may lawfully claim the same.

The true and actual consideration for this transfer is $2650.00.

Filed for record JACK FOSSOS Recorder of Conveyances

DATED this 30 day of ~~April~~ March, 1968.

Eugene V. Daggett

Shirley Daggett

EUGENE V. DAGGETT and SHIRLEY DAGGETT, husband

* *

WARRANTY DEED

STATE OF OREGON

County of Umatilla

~~April~~ March 30 ,1968

Personally appeared the above named EUGENE V. DAGGETT and SHIRLEY DAGGETT, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Lloyd A. Lysley

Notary Public for Oregon

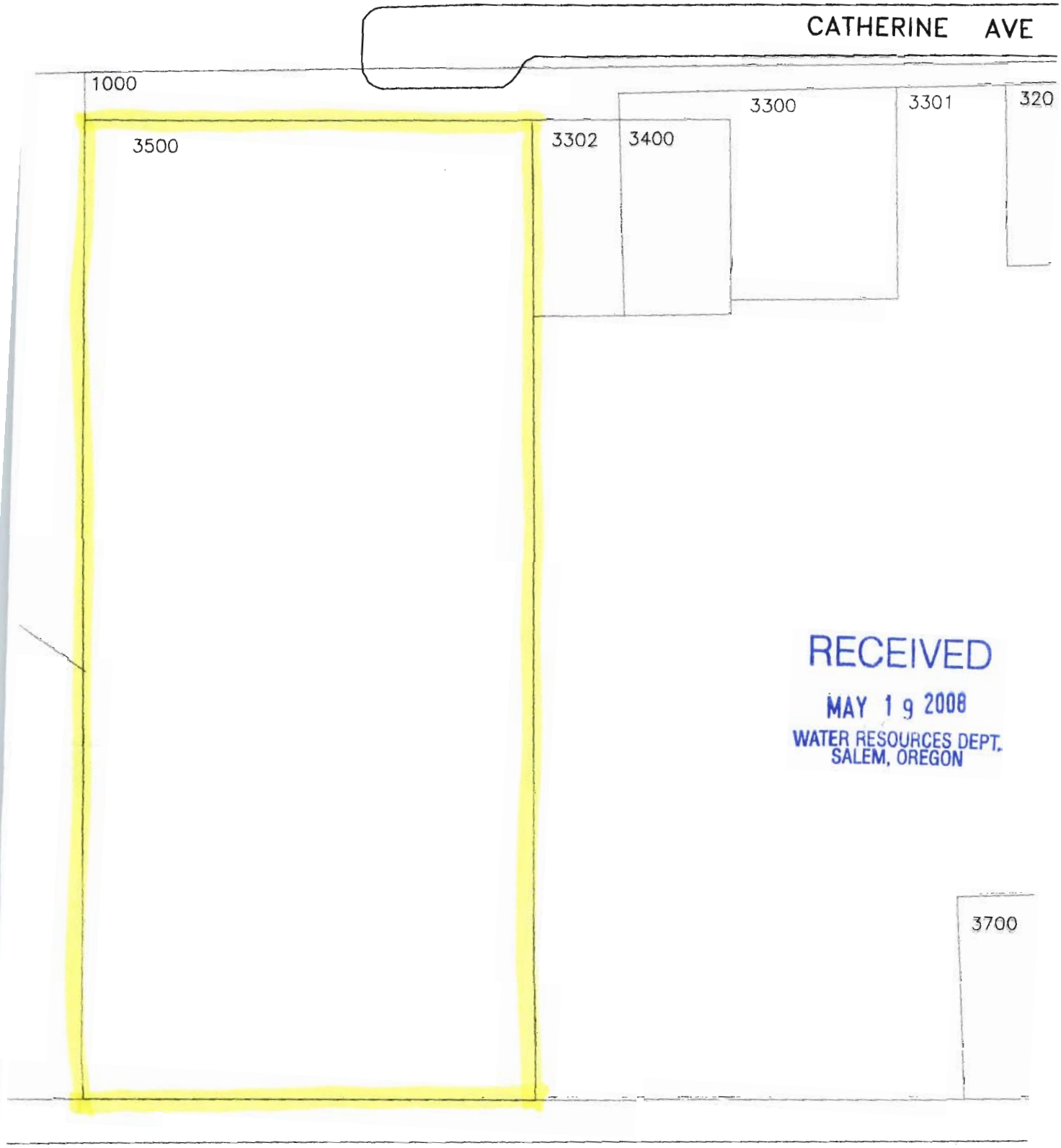
My Com. Expires: October 15, 1971

NOTARY PUBLIC STATE OF OREGON

BOOK 293 PAGE 382

Filed for record APR. - 3. 1968 at 9:45 A.M.
JACK FOLSOM Recorder of Conveyances

RECEIVED
MAY 19 2008
WATER RESOURCES DEPT.
SALEM, OREGON



Three separate parcels were combined into this one
JH

S:\Dwgs\BASEMAPS\Sec_cont.dwg, 5/1/2008 11:14:25 AM, \\SRVR665\Engineering HP DJ2800

WALTON & YOKOM
ATTORNEYS AT LAW
PENDLETON, OREGON

BOOK 336 PAGE 14

SPECIAL WARRANTY DEED

357496

LIEUALLEN ENTERPRISES, INC., an Oregon corporation, hereinafter called grantor, conveys to the CITY OF MILTON-FREEWATER, a Municipal corporation, all that real property situated in Umatilla County, State of Oregon, described as:

(A) Commencing at a point 35 and 28/37 rods North and 69 rods West of the Southeast corner of Section 2, Township 5 North, Range 35; running thence South 9 rods; thence East 20 feet; thence North 9 rods; thence West 20 feet to the place of beginning;

(B) ALSO, commencing at a point 35-28/37 rods North and 53 and 9/20 rods West of the Southeast corner of said Section 2; running thence West 14 rods and 5.57 feet, more or less, to the East line of above tract; thence South 9 rods; thence East 14 rods and 5.57 feet, more or less, to a point South of point of beginning; thence North 9 rods to the place of beginning;

(C) ALSO, beginning at a point 53 and 9/20 rods West of the Southeast corner of said Section 2; running thence West 15 and 11/20 rods; thence North 26 and 252/333 rods; thence East 15 and 11/20 rods; thence South 26 and 252/333 rods to the place of beginning;

All being East of the Willamette Meridian, in the County of Umatilla, State of Oregon.

and covenants that it is free from encumbrances created or suffered by grantor and that grantor will warrant and defend the same against all persons who may lawfully claim, by, through, or under grantor,

The true and actual consideration for this transfer is $17,500.00.

DATED this 18 day of May, 1972.

Geo. P. Lieuallen
President

Jean V. Lieuallen
Secretary-Treasurer
LIEUALLEN ENTERPRISES, INC.
GRANTOR

LIEUALLEN ENTERPRISES INC. SEAL OREGON

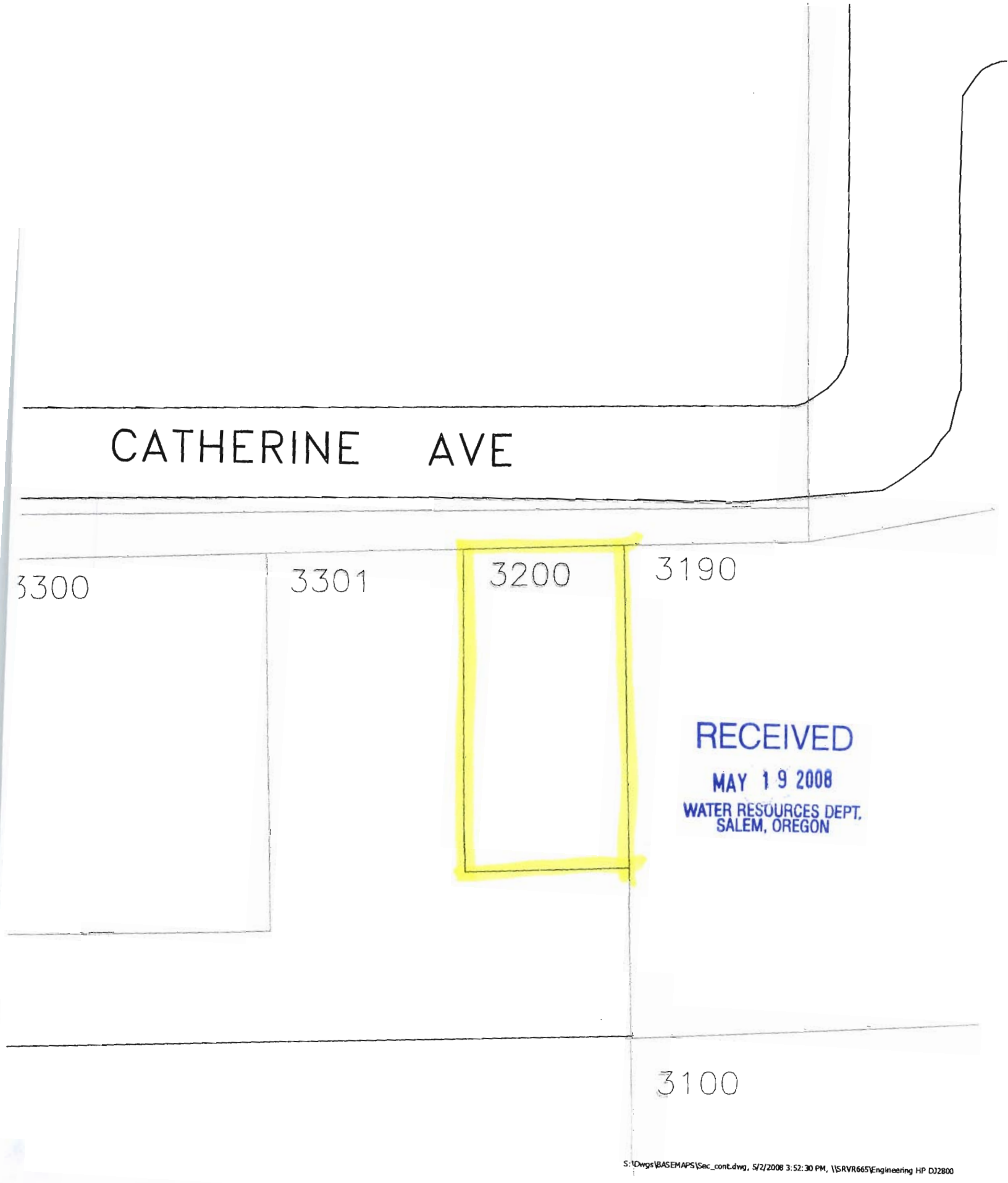
STATE OF OREGON)
) ss.
COUNTY OF UMATILLA)

Personally appeared George C. Lieuallen and Jean V. Lieuallen, who, being sworn, stated that they are the president and secretary-treasurer, respectively, of the grantor corporation and that the seal affixed hereto is its seal and this instrument was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors.

Before me:

Notary Public for Oregon
My Commission Expires: Sept. 15, 1925

Filed for record MAR 18 1974 at 10:50 A. M.
JESSIE M. BELL County Clerk



S:\Dwgs\BASEMAPS\Sec_cont.dwg, 5/2/2008 3:52:30 PM, \\SRVR665\Engineering HP DJ2800

WARRANTY DEED 308161

CLARA A. ALLAN, formerly CLARA A. SHELTON, Widow of B. M. SHELTON, Deceased, and H. D. ALLAN, her Husband, hereinafter called Grantors, convey to the CITY OF MILTON-FREEWATER, an Oregon Municipal Corporation, all that real property situated in Umatilla County, State of Oregon, described as:

> Commencing at a point 36 rods and 28/37ths of a rod North and 34 rods West of the Southeast corner of Section Two (2); Township Five (5) North, Range Thirty-five (35); running thence West 50 feet; thence South 100 feet; thence East 50 feet; thence North 100 feet to the place of beginning;
>
> All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;
>
> Excepting any and all water rights of way.

and covenant that it is free from encumbrances created or suffered by Grantors, and that Grantors will warrant and defend the same against all persons who may lawfully claim by, through, or under Grantor.

The True and actual consideration for this transfer is $1,500.00.

The foregoing recital of consideration is true as we verily believe.

DATED this 14 day of November, 1968.

Clara A. Allan

H. D. Allan

BOOK 297 PAGE 504

STATE OF OREGON,)
)ss.
County of Umatilla.)

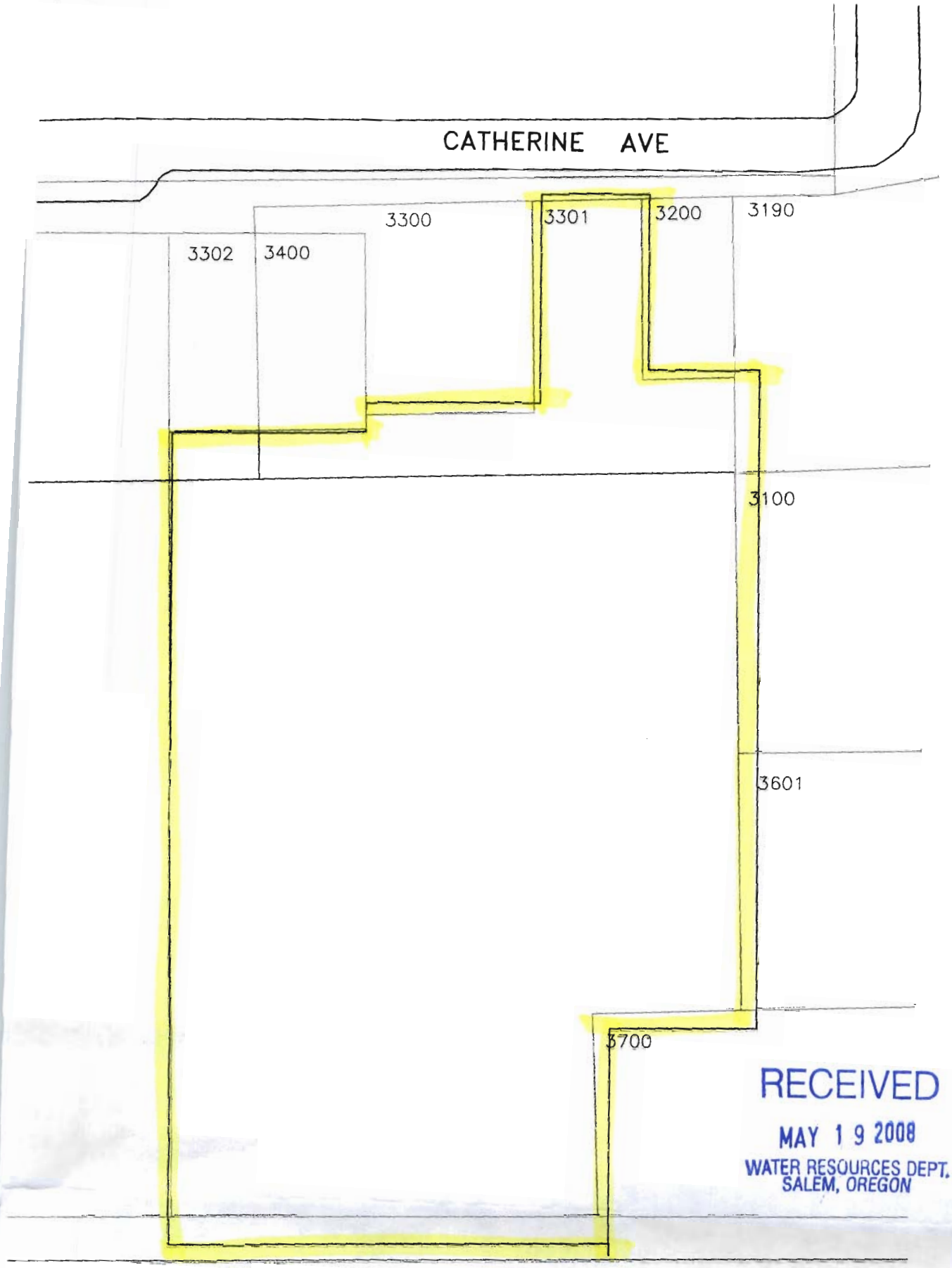
November 14, 1968.

Personally appeared the above-named CLARA A. ALLAN, formerly CLARA A. SHELTON, Widow of B. M. SHELTON, Deceased, and H. D. ALLAN, her Husband, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Margaret J. Lamb
Notary Public for Oregon

My Commission Expires: 11-26-7

Filed for record DEC. - 6. 1968 at 4:34 P. M.
JACK FOLSOM Recorder of Conveyances



J. T. MONAHAN
ATTORNEY-AT-LAW
8 N. E. 5TH AVENUE
MILTON-FREEWATER, OREGON

O P T I O N

248639

KNOW ALL MEN BY THESE PRESENTS, That ALFRED WEIS and FRANCIS WEIS, husband and wife, with the right of survivorship, hereinafter referred to as WEIS, in consideration of ONE THOUSAND DOLLARS ($1,000.00), to them paid, do hereby give and grant to the City of Milton-Freewater, a municipal corporation, hereinafter referred to as CITY, for a period of time from date hereof until July 1, 1963, the sole, exclusive and irrevocable right and privilege of purchasing that certain tract of land situated to-wit: lying and being in the County of Umatilla, State of Oregon, more particularly bounded and described on the attached Exhibit "A", which by reference is made a part hereof, at and for the agreed price of EIGHTY SEVEN HUNDRED AND SEVENTY FIVE DOLLARS ($8775.00), to be paid (if the party of the second part shall elect to purchase hereunder) in manner and form as follows, to-wit: Cash upon delivery of Deed and Title Insurance, with the consideration paid hereunder to be applied on the purchase price.

In case the CITY shall elect to purchase said premises, either during the original option period or any extension thereof, it shall notify WEIS in writing to such effect. Thereafter, within 60 days WEIS shall furnish to the CITY a preliminary title report showing marketable title in WEIS together with a form of a proposed conveyance conveying the premises by Warranty Deed. CITY shall have 10 days thereafter to pay the balance of the purchase price plus FOUR HUNDRED SIXTY SIX DOLLARS AND FIFTY CENTS ($466.50) after which time WEIS shall furnish to the CITY a duly executed Warranty Deed and Title Insurance Policy insuring the title of the premises in the CITY; but,

except as hereinafter provided, in case CITY shall not within said period elect to purchase said premises as aforesaid, then this agreement at the expiration of said period becomes at once null and void and WEIS may and shall retain for their own use and benefit all money before that time paid hereunder.

In the event that this option is not exercised on July 1, 1963, it may be extended to July 1, 1964, by CITY paying to WEIS, the sum of TWENTY SIX HUNDRED DOLLARS ($2600.00) on or before July 1, 1963. In the event that the CITY exercises it's option to purchase on July 1, 1964, the purchase price shall be the original purchase price of EIGHTY SEVEN HUNDRED AND SEVENTY FIVE DOLLARS ($8775.00), less any sums paid for the original option or for extension thereof, but there shall be added to such purchase price, the sum of SEVEN HUNDRED SEVENY SEVEN DOLLARS ($777.00).

In the event that such option is not exercised on July 1, 1964, it may be extended to July 1, 1965 by the CITY paying toWEIS TWENTY SIX HUNDRED DOLLARS ($2600.00) on or before July 1, 1964. In the event that the CITY exercises it's option to purchase on July 1, 1965, the purchase price shall be the original purchase price of EIGHTY SEVEN HUNDRED AND SEVENTY FIVE DOLLARS ($8775.00) less any sums as paid for the original option plus extensions thereof, but there shall be added to such purchase price, the sum of NINE HUNDRED THIRTY ONE DOLLARS AND FIFTY CENTS ($931.50).

In addition thereto if such option is exercised, there shall be paid in addition to all sums mentioned hereunder a sum of money equal to the taxes and assessments paid by WEIS during the term of this option, prorated to the date of the granting of this option.

Dated on this the 28 day of June, 1962.

Alfred Weis (SEAL)
ALFRED WEIS

Francis Weis (SEAL)
FRANCIS WEIS

STATE OF OREGON)
:ss.
County of Umatilla)

On the 28 day of June, 1962, personally appeared the above named ALFRED WEIS and FRANCIS WEIS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

F. A. Fullerton
Notary Public for Oregon
My Commission Expires: 6/24/63

BOOK 268 PAGE 360

Page # 3

OPTION-Weis-City

EXHIBIT "A"

Beginning at the Southeast corner of Section 2, Township 5 North, Range 35 East of the Willamette Meridian; thence West along the South line of said Section 2 a distance of 643.5 feet to the true point of beginning for this description; thence Northerly and parallel to the East line of said Section 2 a distance of 131.65 feet; thence Easterly and parallel to the South line of said Section 2 a distance of 82.5 feet; thence Northerly and parallel to the East line of said Section 2 a distance of 374.82 feet to the Southeast corner of that tract of land conveyed to B. M. Shelton by deed recorded in Book 209 at page 402 of the Deed Records of Umatilla County, Oregon; thence Westerly along the South line of the said Shelton tract a distance of 50.0 feet; thence Northerly along the West line of the said Shelton tract to the Northwest corner thereof of a distance of 100.0 feet; thence Westerly and parallel to the South line of said Section 2 a distance of 61.08 feet; thence Southerly and parallel to the East line of said Section 2 a distance of 118.35 feet; thence Westerly and parallel to the South line of said Section 2 a distance of 99.93 feet more or less to a point on the East line of that tract of land as described in contract to Donald A. and Adeline M. Weis and recorded in Book 251 at page 206 of the Deed Records of Umatilla County, Oregon; thence Southerly along the East line of the said Weis tract a distance of 8.15 feet more or less to the Southeast corner thereof; thence Westerly along the South of the said Weis tract and continuing Westerly on the extended South line of the said Weis tract a distance of 110.0 feet to the East line of that tract of land conveyed to George C. and Jean V. Lieuallen by deed recorded in Book 191 at page 78 of the Deed Records of Umatilla County, Oregon; thence Southerly along the East line of the said Lieuallen tract a distance of 479.99 feet to the South line of said Section 2; thence Easterly along the South line of said Section 2 a distance of 238.51 feet to the true point of beginning.

Filed for record JUL. - 3. 1962 at 8:34 A M.
JACK FOLSOM Recorder of Conveyances

WALTON & YOKOM
ATTORNEYS AT LAW
PENDLETON, OREGON

WARRANTY DEED

351047

JAMES B. HOLT and MAXINE E. HOLT, husband and wife, by Irvin M. Kopta, their Attorney-in-Fact, and IRVIN M. KOPTA, individually, hereinafter called grantor, convey to CITY OF MILTON-FREEWATER, a municipal corporation, all that real property situated in Umatilla County, State of Oregon, described as:

Beginning at a point 8 rods West of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 2, Township 5 North, Range 35; running thence North 20 rods; thence West 32 rods; thence South 20 rods; thence East 32 rods to the place of beginning.

EXCEPTING THEREFROM that tract of land conveyed to O. J. Fox, et ux, by Deed recorded in Book 192, Page 322, Deed Records, Umatilla County, Oregon.

ALSO EXCEPTING that tract of land conveyed to William A. McGibbon, et ux, by Deed recorded in Book 229, Page 384, of the said Deed Records.

ALSO EXCEPTING THEREFROM the following tract:

Beginning at a point 20 rods North and 40 rods West of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 2, Township 5 North, Range 35, said point being the Northwest corner of that tract of land conveyed to Jane Foglesong, et vir, by Deed recorded in Book 135, Page 68, Deed Records, Umatilla County, Oregon; running thence South along the West line of said Foglesong tract 75 feet; thence at right angles East along the extended North line and the North line of that tract of land conveyed to William A. McGibbon, et ux, by Deed recorded in Book 229, Page 384, Deed Records, a distance of 141 feet to the Northeast corner of the said McGibbon Tract; thence Northerly along the West Bank of the Milton-Irrigation Ditch to a point on the North line of the said Foglesong tract; thence West along the North line of the said Foglesong tract to the point of beginning.

ALSO EXCEPTING THEREFROM all that portion lying within North Milton, also known as Wright's Addition to Milton, now City of Milton-Freewater.

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon.

EXCEPTING any and all water rights of way.

and covenant that grantor is the owner of the above described property free of all

encumbrances and grantor will warrant and defend the same against all persons who may lawfully claim the same.

The true and actual consideration for this transfer is $7400.00.

DATED this 24th day of March, 1973.

James B. Holt
James B. Holt

Maxine Holt
Maxine E. Holt

By Irvin M. Kopta
Irvin M. Kopta, their Attorney-in-Fact

Irvin M. Kopta
Irvin M. Kopta

STATE OF OREGON)
) ss
COUNTY OF UMATILLA)

March 24th, 1973.

Personally appeared the above named Irvin M. Kopta, who, being sworn, stated that he is the attorney-in-fact for James B. Holt and Maxine E. Holt, husband and wife, and that he executed the foregoing instrument by authority of and in behalf of said principals; and he acknowledged said instrument to be their act, and acknowledged the foregoing instrument to be his voluntary act. Before me:

C. W. Winkle
Notary Public for Oregon
My Commission Expires March 23 1974

C. W. WINKLE NOTARY PUBLIC STATE OF OREGON

Filed for record JUL. 23 1973 at 3:18 P. M.
JESSIE M. BELL County Clerk

BOOK 330 PAGE 223

2-Warranty Deed

LAND SALE CONTRACT

347445

THIS AGREEMENT made this 24th day of March, 1973, by JAMES B. HOLT and MAXINE HOLT, husband and wife, and IRVIN M. KOPTA, herein called "Vendor", and CITY OF MILTON-FREEWATER, a municipal corporation, herein called "Purchaser", WITNESSETH:

Vendor agrees to sell to purchaser and purchaser agrees to purchase that certain land and all improvements thereon situated in Umatilla County, State of Oregon, described as follows:

TRACT I

02DB TL 7500 7200 7300 7400

Beginning at a point 8 rods West of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 2, Township 5 North, Range 35; running thence North 20 rods; thence West 32 rods; thence South 20 rods; thence East 32 rods to the place of beginning.

02DB TL 7400

EXCEPTING THEREFROM that tract of land conveyed to O. J. Fox, et ux, by Deed recorded in Book 192, Page 322, Deed Records, Umatilla County, Oregon.

02DB TL 7300

ALSO EXCEPTING that tract of land conveyed to William A. McGibbon, et ux, by Deed recorded in Book 229, Page 384, of the said Deed Records.

ALSO EXCEPTING THEREFROM the following tract:

02DB TL 7200

Beginning at a point 20 rods North and 40 rods West of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 2, Township 5 North, Range 35, said point being the Northwest corner of that tract of land conveyed to Jane Foglesong, et vir, by Deed recorded in Book 135, Page 68, Deed Records, Umatilla County, Oregon; running thence South along the West line of said Fogleson tract 75 feet; thence at right angles East along the extended North line and the North line of that tract of land conveyed to William A McGibbon, et ux, by Deed recorded in Book 229, Page 384, Deed Records, a distance of 141 feet to the Northeast corner of the said McGibbon Tract; thence Northerly along the West Bank of the Milton-Irrigation Ditch to a point on the North line of the said Foglesong tract; thence West along the North line of the said Foglesong tract to the point of beginning.

Also excepting therefrom all that portion lying within North Milton, also known as Wright's Addition to Milton, now City of Milton-Freewater.

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon.

EXCEPTING any and all water rights of way.

TRACT II Commencing at a point at the Southeast corner of the above described Tract I; thence South approximately 25 feet; thence West approximately 480 feet; thence North approximately 38 feet; thence East and parallel to the South boundary of the above described tract I, approximately 480 feet to the point of beginning

PURCHASE PRICE AND TERMS: The purchase price which purchaser agrees to pay shall be the sum of Seventy-four Hundred & no/100 Dollars ($7400.00), payable as follows:

(a) The sum of $500.00 which has previously been paid as Earnest Money.

(b) The sum of $1500.00 which is paid upon execution hereof.

(c) The remaining balance of $5400.00 shall be paid in one installment of $5400.00 on or before July 15, 1973, said balance of $5400.00 not to bear interest if paid prior to July 15, 1973; thereafter to bear interest at 8% per annum.

INTEREST PROVISIONS: Interest on all unpaid balances shall commence on the 15th day of July, 1973.

PREPAYMENT PRIVILEGES: Purchaser may at any time pay off the entire balance of the purchase price remaining due.

TAXES: All taxes levied against the above described property for the current tax year shall be pro-rated between vendor and purchaser.

POSSESSION: Purchaser shall be entitled to possession of the premises immediately upon the execution of this agreement by the parties.

TITLE INSURANCE: Vendor shall furnish at his expense a purchaser's title insurance policy in the amount of $7400.00 within 30 days from date hereof as to tract I hereof insuring purchaser against loss or damage sustained by him by reason of the unmarketability of vendors' title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in said title insurance policies, easements, conditions and restrictions of record and encumbrances herein specified, if any. As to tract II vendor shall not be required to furnish a title insurance policy.

COVENANTS OF TITLE: Vendor covenants that he is the owner of the

above described property free of all encumbrances except 1970-71 taxes, $138.11 and interest, unpaid; 1971-72 taxes, $144.28 and interest, unpaid; 1972-73 taxes, $136.61 and interest, unpaid. Vendor specifically agrees to pay the above taxes prior to delivery of deed.

ESCROW: As soon as practicable following the execution of this agreement vendor shall deliver in escrow to Walton & Yokom, Attorneys at Law, Pendleton, Oregon:

(a) A Warranty Deed to the property free and clear of all encumbrances, as to Tract I.

(b) An executed copy of this agreement.

INSTRUCTIONS TO ESCROW AGENT: Parties hereto instruct the escrow agent that vendor has on this date executed and delivered a good and sufficient Warranty Deed conveying the above described real property to purchasers, free and clear of all liens and encumbrances, that said Warranty Deed is satisfactory in both substance and form to vendor and purchaser. The escrow agent is hereby instructed that upon satisfactory showing of full payment of purchase price and interest herein, the deed shall be delivered to purchaser and this agreement shall be at an end.

DEFAULT PROVISIONS: In the event that purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, vendor shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure in equity.

(b) To declare the full unpaid balance of the purchase price immediately due and payable.

(c) To specifically enforce the terms of this agreement by suit in equity.

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option all of the right, title and interest of purchaser shall revert and revest in vendor without any act of re-entry or without any other act by vendor to be performed, and pur= chaser agrees to peaceably surrender the premises to vendor, or in default thereof purchaser may, at the option of vendor,

be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by vendor to purchaser and purchaser shall have failed to remedy said default within _____ days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to purchaser at City Hall, 722 S. Main, Milton-Freewater, Oregon. If purchaser shall fail to make payment as herein provided and said failure shall continue for more than ____ days after the payment becomes due, purchaser shall be deemed in default and vendor shall not be obligated to give notice to purchaser of a declaration of said default.

DELIVERY OF DEED: Upon payment of the entire purchase price for the property, as provided herein, and performance by purchaser of all other terms, conditions and provisions hereof, vendor shall forthwith execute and deliver to purchaser a Bargain & Sale Deed to Tract II, should it be ascertained that vendor has any interest in Tract II.

ASSIGNMENT: Purchaser shall not assign this agreement, its rights thereunder or in the property covered thereby without the written consent of vendor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

James B. Holt
James B. Holt

Maxine Holt
Maxine Holt

By Irvin M. Kopta
Irvin M. Kopta, their attorney-in-fact

Irvin M. Kopta
VENDOR Irvin M. Kopta, Individually

CITY OF MILTON-FREEWATER, a municipal corporation

By _____
Mayor

By Nelda L. Stager
Recorder

PURCHASER

4-Land Sale Contract

STATE OF OREGON)
) ss
COUNTY OF UMATILLA)

March 24, 1973.

Personally appeared the above named Irvin M. Kopta, who, being sworn, stated that he is the attorney-in-fact for James B. Holt and Maxine E. Holt, husband and wife, and that he executed the foregoing instrument by authority of and in behalf of said principals; and he acknowledged said instrument to be their act, and acknowledged the foregoing instrument to be his voluntary act. Before me:

Jasmine J. Wilson
Notary Public for Oregon
My Commission Expires
MY COMMISSION EXPIRES FEB. 7 75

STATE OF OREGON)
) ss
COUNTY OF UMATILLA)

March 24th 1973.

Personally appeared the above named B. R. Pilger and R. L. Tomlinson, who being sworn stated that they are the mayor and recorder, respectively, of the purchaser corporation and that the seal affixed hereto is its seal and that this contract was voluntarily signed and sealed in behalf of the corporation by authority of its City Council. Before me:

Jasmine J. Wilson
Notary Public for Oregon
My Commission Expires
MY COMMISSION EXPIRES FEB. 7 75

BOOK 327 PAGE 357

5-Land Sale Contract

Tax Lot #1700

BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That ZARRA S. HOON, a Single Woman, Party of the First Part, for and in consideration of the sum of THIRTY-TWO THOUSAND & No/100 DOLLARS ($32,000.00) in lawful money of the United States of America, in hand paid by UNION HIGH SCHOOL DISTRICT NO. 3, Umatilla County, State of Oregon, Party of the Second Part, has GRANTED, BARGAINED AND SOLD, and by these presents does Grant, Bargain, Sell and Convey unto the said Party of the Second Part, and to its successors and assigns, the following described premises, situate, lying and being in the County of Umatilla, State of Oregon, to-wit:

ITEM I. Lot 7 in Block 8; and the West 40 feet of Lot 8 in Block 8 in North Milton, now City of Milton-Freewater.

ITEM II. Beginning at a point 616.87 feet North and 510.6 feet West of the Southeast corner of Section 2, Township 5 North, Range 35, E.W.M., said point also being in a line parallel to and 43 9/37 rods South of the North line of the South Half of the Southeast Quarter of said Section 2, and run thence North parallel to Dehaven Street in the City of Milton-Freewater, Oregon, a distance of 689.93 feet more or less to a point in a line drawn from a point 1.0 foot South of the Northeast corner of the South Half of the Southeast Quarter of said Section 2, to a point 660.0 feet East and 36.77 feet South of the Northwest corner of the South Half of the Southeast Quarter of said Section 2; thence Westerly along the said line to a point 660.0 feet East and 36.77 feet South of the Northwest corner of the South Half of the Southeast Quarter of said Section 2; said point also being on the East line of that tract of land conveyed to O.J. Fox, et ux, by Deed Recorded in Book 105, Page 520 of said Deed Records; thence South along the East line of said Fox tract a distance of 145.3 feet to the Southeast corner thereof; thence West along the South line of said Fox tract a distance of 478.5 feet to a point on the East line of that tract of land conveyed to O.J. Fox by Deed recorded in Book 123, Page 577 of the said Deed Records; thence South along the East line of last said Fox tract a distance of 531.44 feet to the Southeast corner thereof; thence West along the South line of said Fox tract a distance of 181.5 feet to a point in the West line of the Southeast Quarter of said Section 2; thence South along the West line of said Southeast Quarter, 615.73 feet to the Southwest corner thereof; thence East along the South line of said Section 2 a distance of 1501.5 feet to the Southwest corner of that tract of land conveyed to George C. Lieuallen, et ux, by Deed recorded in Book 191, Page 78 of the said Deed Records; thence North along the West line of said Lieuallen tract a distance of 271.0 feet to the most Southerly corner of that tract of land conveyed to Chas. Dudley, et ux, by Deed recorded in Book 192, Page 224 of the said Deed Records; thence Northwesterly in a straight line along the said Dudley tract a distance of 33 rods to a point which is 1056.0 feet East and 590.0 feet North of the Southwest corner of the Southeast Quarter of said Section 2; thence North along the said Dudley tract a distance of 16.5 feet to the Northwest corner thereof; thence East along the Northerly line of said Dudley tract a distance of 198 feet to a point 1386.0 feet West of the East line of the said Section 2; thence North along said Dudley tract a distance of 9.90 feet to the most Northerly line of said Dudley tract, said line being parallel to and 43 9/37 rods South of the North line of the South Half of the Southeast Quarter of said Section 2; thence East along the North line of said Dudley tract and said line extended a distance of 875.4 feet to the point of beginning.

following portion of said tract of land:

Beginning at a point 1.0 foot South of the Northeast corner of the South Half of the Southeast Quarter of Section 2, Township 5 North, Range 35, E.W.M., and run thence South 88° 57' West, along a line drawn between this point of beginning and a point 660.0 feet East and 36.77 feet South of the Northwest corner of the South Half of the Southeast Quarter of said Section 2, a distance of 1190.33 feet; thence South 7° 53' West 182.8 feet for the true point of beginning for this description, and from said true point of beginning run thence South 87° 07' East 36.0 feet; thence South 60° 47' East 147.0 feet; thence South 42° 57' East 25.0 feet; thence South 31° 10' East 50.0 feet; thence South 14° 58' East 39.0 feet; thence South 82° 13' West 228.0 feet; thence North 3° 20' West 104.5 feet; thence North 8° 30' East 100.0 feet to the point of beginning.

Also, excepting therefrom that portion conveyed to Hattie M. James by Deed recorded in Book 144 at Page 602, of the Deed Records of Umatilla County, Oregon;

Also, excepting therefrom that portion conveyed to Clarence O. Brown, et ux, by Deed recorded in Book 175, Page 544, of the said Deed Records.

Also, excepting therefrom that portion conveyed to the Bethel Conservative Baptist Church, a Corporation, by Deed recorded in Book 227, Page 122, Deed Records of Umatilla County, Oregon.

Also, excepting any and all water rights of way and roads.

TO HAVE AND TO HOLD said premises, with their appurtenances, unto the said Party of the Second Part, its successors and assigns forever. And the said Party of the First Part does hereby covenant to and with the said Party of the Second Part, its successors and assigns, that she is the owner, in fee simple, of said premises; that they are free from all encumbrances, and that she will WARRANT AND DEFEND the same from all lawful claims whatsoever as of July 1, 1955.

WITNESS my hand and seal this 23rd day of March, 1956.

Zarra S. Hoon (SEAL)
Zarra S. Hoon

STATE OF OREGON,)
)ss.
County of Umatilla.)

On this 23 day of March, 1956, personally appeared the above named ZARRA S. HOON, a Single Woman, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.

Henry Kaye
Notary Public for Oregon

My Commission Expires: 5/7/1957

NOTARY PUBLIC STATE OF OREGON

Filed for record JUL. 17. 1958 at 8:34 A M.
JACK FOLSOM Recorder of Conveyances

WARRANTY DEED

225533

KNOW ALL MEN BY THESE PRESENTS, That UNION HIGH SCHOOL DISTRICT NO. 3, Umatilla County, State of Oregon, a Public Corporation, in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by the CITY OF MILTON-FREEWATER, Umatilla County, State of Oregon, a Municipal Corporation, does hereby grant, bargain, sell and convey unto the said CITY OF MILTON-FREEWATER, Umatilla County, State of Oregon, its successors and assigns, all the following real property, together with the tenements, hereditaments and appurtenances thereunto belonging, situated in Umatilla County, State of Oregon, bounded and described as follows, to-wit:

> Commencing at a 1½" galvanized iron pipe which marks the Southwest corner of the Southeast one quarter of Section 2, Township 5 North, Range 35; running thence East along the Section line common to Sections 2 and 11 of Township 5 North, Range 35, 900.0 feet; thence at right angles North, 265.0 feet to the true point of beginning; continuing thence North 160.0 feet; thence East, 272.25 feet; thence South 160.0 feet; thence West 272.25 feet to the point of beginning.
>
> Together with right of ingress and egress to and from said premises over the road of the Grantor as now established or which may hereafter be established by the Grantor.
>
> All being E.W.M.

BOOK 258 PAGE 277

TO HAVE AND TO HOLD the above described and granted premises unto the said CITY OF MILTON-FREEWATER, Umatilla County, State of Oregon, its successors and assigns forever.

And the said UNION HIGH SCHOOL DISTRICT NO. 3, Umatilla County, State of Oregon, a Public Corporation, does covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee simple of the above described and granted premises and has a valid right to convey the same; that the said real property is free from all encumbrances and that it will and its successors shall warrant and defend the same to the said Grantee, its successors and assigns forever against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor herein has executed this Deed pursuant to Resolution of its Board of Directors this 4th day of April, 1960.

UNION HIGH SCHOOL DISTRICT NO. 3,
Umatilla County, State of Oregon

By Gilbert E. Olinger
Chairman of the Board

By Agnes Hurst
Clerk of the Board

STATE OF OREGON,)
County of Umatilla.) ss.

On this 4th day of April, 1960, before me appeared GILBERT E. OLINGER and AGNES HURST both to me personally known, who being duly sworn, did say that he, the said GILBERT E. OLINGER is the Chairman, and she, the said AGNES HURST is the Clerk, of UNION HIGH SCHOOL DISTRICT NO. 3, Umatilla County, State of Oregon, the within named Public Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and GILBERT E. OLINGER and AGNES HURST acknowledged said instrument to be the free act and deed. of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first in this, my certificate, written.

Henry Vore
Notary Public for Oregon
My Commission Expires May 7, 1961

Filed for record APR. 11 1960 at 4:00 P. M.
JACK FOLSOM Recorder of Conveyances